

Exhibit B

Bhullar Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

GRIDDY ENERGY LLC,¹

Debtor.

)
) Chapter 11
)
) Case No. 21-30923 (MI)
)
)
)

**DECLARATION OF ROOP BHULLAR IN SUPPORT OF DEBTOR'S
MOTION FOR ENTRY OF AN ORDER AUTHORIZING REJECTION
OF (A) MERIDIAN AGREEMENT WITH MERIDIAN BUSINESS CENTERS-
SOUTHWEST-PARTNERS, LP AND (B) WESTPORT LEASE WITH
WILLIAM L. GAULT, TRUSTEE OF THE HOWARD W. GAULT TRUST
U/A DATED JANUARY 27, 1969 EFFECTIVE AS OF THE PETITION DATE**

I, Roop Bhullar, pursuant to 28 U.S.C. § 1746, declare under the penalty of perjury that the following is true and correct to the best of my knowledge, information and belief:

1. I am authorized to make this declaration (the "Declaration") in my capacity as the Chief Financial Officer of Griddy Energy LLC, the above-captioned debtor and debtor in possession (the "Debtor"). I have served in my current role since December 4, 2020. As part of my employment and service in such capacity, I have become familiar with the history, day-to-day operations and business and financial affairs of the Debtor.

2. I am competent in all respects to make this Declaration, which I submit for all permissible purposes under the Federal Rules of Bankruptcy Procedure and the Federal Rules of Evidence in support of the *Debtor's Motion for Entry of an Order Authorizing Rejection of (A) Meridian Agreement with Meridian Business Centers-Southwest-Partners, LP and (B)*

¹ The last four digits of its federal tax identification number of the Debtor are 1396. The mailing address for the Debtor is PO Box 1288, Greens Farms, CT 06838.

Westport Lease with William L. Gault, Trustee of the Howard W. Gault Trust U/A dated January 27, 1969 Effective as of the Petition Date (the “Motion”).² Except as otherwise stated herein, the statements in this Declaration are based on my personal knowledge or views, on information that I have obtained from the Debtor’s advisors, the Debtor’s books and records, and employees of the Debtor working directly with me and under my supervision.

THE PROPOSED REJECTED AGREEMENTS

A. The Meridian Agreement

3. Pursuant to that certain Office Service Agreement, by and between Meridian Business Centers-Southwest-Partners, LP (“Meridian”) and the Debtor, entered into on August 18, 2016 (as amended, modified or supplemented from time to time, the “Meridian Agreement”), the Debtor licenses the use of Office Number 546 located at 11811 North Freeway, 5th Floor, Houston, Texas 77060 (the “Houston Office”). The term of the Meridian Agreement is open ended and renews automatically for a six month term upon the expiration of each preceding six month term unless sixty-day’s written notice is given of the intent to terminate the Meridian Agreement. Meridian holds a \$475 security deposit.

4. The current six month term expires on September 17, 2021. Due to the Debtor no longer having operations and its remaining workforce working remotely, it has no current or future need to use the Houston Office. For these reasons, the Debtor has determined, in its business judgement, to reject the Meridian Agreement.

B. The Westport Lease

5. Pursuant to that certain unexpired lease of real property by and between William L. Gault, Trustee of the Howard W. Gault Trust U/A dated January 27, 1969 (“Gault”) and Westport

² Capitalized terms not otherwise defined herein shall have the same meanings as ascribed to them in the Motion.

Renewables LLC, dated on or around January 2020, as amended by that certain First Lease Amendment, dated June 29, 2020, which was assigned to the Debtor on November 13, 2020 (together with any addendums, and as amended, modified or supplemented from time to time, the “Westport Lease,” together with the Meridian Agreement, the “Proposed Rejected Agreements”), the Debtor leases premises located at 30 Post Road East, Westport, Connecticut 06880 (the “Westport Office”).

6. Gault holds a security deposit of \$4,400. The term of the Westport Lease expires on February 14, 2022. Due to the Debtor no longer having operations and its remaining workforce working remotely, it has no current or future need to use the Westport Office. For these reasons, the Debtor has determined, in its business judgement, to reject the Westport Lease.

7. The Debtor has determined that the rejection of the Proposed Rejected Agreements is in the best interest of the estate. The Debtor is liquidating and has no current or future need for either office. Rejection of the Proposed Rejected Agreements will prevent the unnecessary accrual of administrative expenses. In light of the lack of any benefit to the estate, the Debtor believes rejecting the Proposed Rejected Agreements represents a sound exercise of the Debtor’s business judgment and is in its best interests and will maximize value for the benefit of its estate.

Dated: March 24, 2021

/s/ Roop Bhullar
Roop Bhullar
Chief Financial Officer
Griddy Energy LLC